

Intervenor Anne Moon appeals the trial court's post-judgment order in the dissolution of the marriage of her daughter Marcia L. Greene (Wife) and Garry L. Greene (Husband). In its order, the trial court directed Moon to disburse the proceeds from the refinancing of the marital home that was jointly owned by Moon and Husband. Moon appeals claiming the trial court lacked subject matter jurisdiction to enter the order because Wife had already assigned her interest in the marital residence to Moon, Husband was paid the proceeds due under the Decree, and there was no evidence of fraudulent transfer.

We affirm.

FACTS AND PROCEDURAL HISTORY

Wife and Husband were married in 1989, and Wife filed a petition for dissolution of the marriage in 2004. During the course of the marriage, Husband acquired certain real estate comprising the marital residence. Moon was a joint owner of the property. As a result of that joint ownership, Moon was joined as a necessary party to the dissolution proceeding.

In its Decree of Dissolution, the trial court found that Moon and Husband were the owners of the real estate, that the value of the property was \$125,000.00, that the property was subject to a mortgage of \$107,845.54, and that the equity should be divided fifty percent (50%) to Moon and twenty-five percent (25%) each to Wife and Husband. Subsequent to the entry of the decree, Moon took sole title of the property and refinanced it. Eventually, Moon paid Husband's share of the refinanced proceeds into the clerk of the court.

During the time that refinancing was pending, Wife failed to pay Husband the full amount of her child support obligation. Husband sought an order from the trial court directing Moon to pay over to him the proceeds of the refinancing of the real estate set aside

to Wife. Moon opposed the motion contending that Wife had assigned her interest in the real estate to her more than a year prior to the decree. Following a hearing,¹ the trial court directed Moon to pay Husband a portion of the proceeds of the refinancing to be credited to Wife's unpaid support obligation. It is from this order that Moon appeals.

DISCUSSION AND DECISION

Initially, we note that neither appellee filed a brief. In such a case, we need not undertake the burden of developing arguments for the appellees. *Painter v. Painter*, 773 N.E.2d 281, 282 (Ind. Ct. App. 2002). We may reverse the trial court if Moon establishes *prima facie* error. *Id.* “‘Prima facie’ is defined as ‘at first sight, on first appearance, or on the face of it.’” *Id.*

Moon first argues that the trial court lacked jurisdiction to grant Husband's post-judgment motion for *nunc pro tunc* entry, because he should have sought a motion to correct error. We are at an absolute loss regarding Moon's contention in this regard since, as she herself acknowledges:

There is no indication in the CCS that the trial court granted Mr. Greene's Motion for Nunc Pro Tunc Entry. The grant of a nunc pro tunc entry correction to add to the decree, as he sought to do, would have been inappropriate. Crucially, the trial court did not order Ms. Moon to distribute equity other than in the manner dictated by the trial court.

Appellant's Br. at 7-8. Since the trial court did not grant the motion to which Moon objects, we discern no error.

Moon next claims that the trial court lacked subject matter jurisdiction to order her to

¹ The record of the hearing is replete with acrimonious exchanges and accusations, primarily between counsel. The lack of civility is unprofessional, troubling and undermines public confidence in the legal

disburse the proceeds of the refinancing of the real estate which were set aside to Wife in the Decree of Dissolution because Wife had assigned her interest in the real estate to Moon in January 2005. In its Decree of Dissolution entered in December 2005, the trial court found that Moon and Husband were the owners of the real estate. The trial court assigned Wife an interest equal to 25% of the value of the real estate and not a vested interest. Wife's interest, was one of value in the marital estate, not an in kind interest in the real property. Thus, neither at the time of the purported assignment, nor at the time the Decree was entered, did Wife have a vested property interest in the real estate. As a result the purported assignment of eleven months prior to the Decree is of no consequence. *Cf. In re Marriage of Dall*, 681 N.E.2d 718, 9-20 (Ind. Ct. App. 1997) (where neither party to marriage had vested interest, property was properly excluded from the marital estate).

As a party to the proceeding, Moon is bound by the trial court's findings. Moon does not argue that the trial court did not have subject matter jurisdiction to enter the decree; nor does she argue that the trial court did not have jurisdiction to enforce its decree. *Cf. Thompson v. Thompson*, 811 N.E.2d 888, 907 (Ind. Ct. App. 2004) (trial court may use its contempt power to enforce order or decree). We find no error.

Finally, Moon argues that Wife's assignment to her was not a fraudulent conveyance. The trial court, however, did not find that the assignment was a fraudulent conveyance, and we discern no error. Affirmed.

DARDEN, J., and MATHIAS, J., concur.

profession. Reasonable people can disagree without being disagreeable, and effective representation does not require, and, in fact, is impaired by such conduct.